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REMARKS

This is in response to the Final Office Action mailed March 21, 2007. Claims 1-5, 8-15, 18-24 and 27-29 are pending in the application and were rejected. With this response, claims 1, 11, and 20, i.e., the independent claims, are amended. Claims 2-5 and 8-10 depend from claim 1; claims 12-15 and 18-19 depend from claim 11; and claims 21-24 and 27-29 depend from claim 20. The dependent claims are unchanged and no new claims are added.

Claims 1-5, 8-15, 18-24, and 27-29 were rejected under 35 U.S.C. 103(a) as being unpatentable over Atkins in view of Sullivan and further in view of Leemhuis. The independent claims 1, 11, and 20 have been amended to overcome this rejection.

The independent claims have been amended to include the features of: "providing over the wide area network, accessible customized automated coaching and independent customized counseling by a live advisor directly to a user." This change is a clarifying amendment to make clear that the automated coaching and the counseling by a live advisor are both customizable.

Further, the independent claims have been amended to include the features of:

"... access to the customized coaching and counseling via a user-selected service level agreement selected from a plurality of available unique service level agreements, wherein each of the available unique service level agreements includes a unique combination of amounts of accessible customized counseling by a live advisor and customized automated coaching."

Applicants respectfully submit that these features are not shown or made obvious in any of the references, and therefore these features would be missing from any proposed combination of Atkins, Sullivan, and Leemhuis.

For example, Leemhuis does not teach the claimed features. According to the Office Action, Leemhuis discloses "a user-selected service level agreement from a plurality of available unique service level agreements (col. 2, line 35+; service contracts for the financial planning, having different predetermined durations), where each of the unique service level agreements includes a unique combination of available access to at least one of the automated coaching and the live advisor." The features of the claims have been clarified to distinguish them from the prior art.

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In particular, a feature in the claims sets forth "each of the available service level agreements includes a unique combination of amounts of accessible customized counseling by the live advisor and customized automated coaching." This feature is not shown in the subscription service of Leemhuis. Leemhuis only discloses or suggests a system where, if a user pays a subscription fee, all features are accessible to the user, and the only variation is the amount of time the features are accessible to the user based on the amount of fee. There is no varying "service level" - it is an "in for a penny, in for a pound" system where you get full service over a variable single dimension of time. If the system of Leemhuis was included in a proposed combination of Atkins and Sullivan, the result of one skilled in the art would be to include the service features of Atkins and Sullivan as a variable time subscription service.

In contrast, the features of the amended claims include "service level agreements" that include "a unique combination of amounts of accessible [1] customized counseling by the live financial advisor and [2] customized automated coaching." "Customized coaching and counseling" is accessible "via a user-selected service level agreement selected from a plurality of available unique service level agreements." The difference here is that service is the variable, not time. Furthermore, service is the variable over two dimensions, i.e., "amounts of accessible [1] customized counseling by the live financial advisor and [2] customized automated coaching" rather than in a single dimension as in the prior art.

Applicants submit that the subscription service of Leemhuis is patentably distinguishable from the "service level agreement" set forth in the claim. Because this feature is missing from any of the references separately, it cannot be found in any proposed combination of the references.

Turning now to Sullivan, Applicants submit that Sullivan does not teach the features of the amended claims either. The Office Action states "Sullivan discloses counseling by a live advisor in addition to automated coaching directly to a user (abstract; at least col. 2, line 11 - col. 11, line 64)." The claims have been amended to include the feature of "accessible customized automated coaching and independent customized counseling by a live advisor directly to a user." Applicants submit that this feature is not shown or suggested in Sullivan or in the prior art.

In Sullivan, the so-called "counseling by a live advisor" is directly related to the "automated coaching." The counseling and the coaching are not "independent" as set forth in the claim. The system of Sullivan, as set forth in its disclosure, provides an improvement

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in on-line published self help systems of the prior art, which helps to reduce the number of contacts to the support engineer. Further, Sullivan provides a feature where the support engineer can electronically review the user accessed self help steps rather than having the user repeat them. In the case of both Sullivan and its prior art, the user first steps through the on-line published self help steps. Hopefully, this will result in many problems being solved. For the problems that are not solved, the user can then escalate the problem to the support engineer. In these cases, the same problem is the issue in both the self help and with the support engineer. This does not meet the terms of "customized automated coaching and independent customized counseling by a live advisor" as set forth in the claims.

The lack of independence in the prior art systems is in part to reduce the amount of direct contacts with the support engineer. Too many direct contacts has been demonstrated to mean poor customer service with users waiting to be served or getting shorter times with the live advisor. In order to solve this problem, the software provider must hire more support engineer and provide more infra structure, such as phone lines for them, which increases costs. The model for such customer service organization is to provide the service for free with the cost of the software or to provide access with a subscription service.

Applicants are able to provide independence in automated coaching and the counseling by the live advisor in a different model because the claims include the features of "access to the customized coaching and counseling via a user-selected service level agreement selected from a plurality of available unique service level agreements." This way the user only accesses a selected "unique combination of amounts of accessible customized counseling by a live advisor and customized automated coaching," which can provide a different way of managing the service than the serial self help and live support engineer than that shown in the prior art.

Applicants have here set forth an example of how the features of the amended claims (and thus their dependent claims) are patentable over the prior art combination of the Office Action. In this response, Applicants have demonstrated an example of amended independent claims distinguishable from the prior art because any proposed combination of the reference would not meet all of the terms of the independent claims. Further, Applicants have demonstrated that the differences between the prior art and the amended claims are not obvious to one of skill in the art. Accordingly, Applicant respectfully submit that the amended claims are patentably distinguishable over the prior art.

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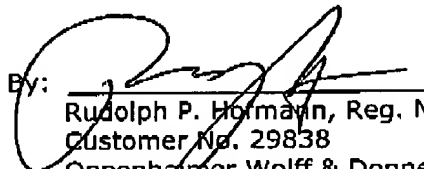
Applicants respectfully request removal of the rejections and request favorable action and allowance.

CONCLUSION

Applicants now submit that all pending claims are allowable and respectfully request that a Notice of Allowance be issued in this case. In the event a telephone conversation would expedite the prosecution of this application, the Examiner may reach the undersigned at (612) 607-7340.

If any fees are due in connection with the filing of this paper, then the Commissioner is authorized to charge such fees including fees for any extension of time, to Deposit Account No. 50-1901 (Reference 60021-375802).

Respectfully submitted,

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